

Terms and Conditions to participate in Activity:

Viacom18 Media Private Limited (hereinafter referred to as "Organizer(s)" / "Viacom18") is hereby conducting a Contest (as defined herein) on the Website (as defined herein) in relation to Viacom18's channel namely 'Rishtey Cineplex' ('Channel').

Viacom18 is conducting an activity which is open for the viewers of the Channel in India that will invite participation from the viewers to participate in activity / quiz activity as per the options/questions displayed on the Channel and/or any other platform as determined by Viacom18. The viewers shall be required to check the questions as displayed on the Channel and shall make a note of the submission mechanism as displayed on the Channel and shall be required to respond /submit his /her response therein as per Submission Mechanism stated hereinafter for selection by Viacom18, at its sole discretion ('Activity'). This Activity is open for all Indian citizens residing in India, ("Applicant" or "Participant" or "You") and the participation shall be governed by the terms and conditions as detailed hereinafter.

The Terms and Conditions of and in relation to this Activity as stated herein, is an electronic record in terms of Information Technology Act, 2000 ("Act") and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008 and shall include subsequent amendments thereafter. This is a legal and binding agreement between the Applicant /Participant (as defined hereinafter) and Viacom18 that states the terms that govern the Participant's participation in the Activity as stated hereinbelow. By participating in the Activity, the Participant agrees to have read and understood the terms and conditions and hereby unconditionally consents, agrees and undertakes to abide, be bound by and adhere to the terms and conditions stated herein. These terms and conditions, contained herein shall subsist until the first telecast of the program / content and /or any such extended duration as may be deemed fit by Viacom18 and hence, the rules shall continue to apply on the Participants.

Viacom18 is conducting the Activity for selection of participants as per Viacom18's selection criteria and is open for all Indian citizens residing in India and who are 18 (eighteen) years and above and who meet the eligibility criteria as enumerated herein ("Applicant" or "Participant"). Upon participation in the Activity (as stated hereunder) in accordance with the requirements and criteria as laid down herein, the Participant hereby agrees to have read and understood all the terms and conditions stated herein and agrees to abide by the same.

The Participants can register / participate by logging into the Social Media Accounts (as stated hereinafter). The Participants agree that upon participation in the Activity as per the requirements/criteria of the specific Activity, through any mechanism as communicated by Viacom18 in accordance with the requirements and criteria as laid down herein, the Participant agrees that he/she shall be bound by the terms and conditions for participation in the Activity as stated herein and agrees to abide by the same.

1. **Activity Period** shall commence from 28th December 2018 at 1:00 p.m. IST and shall be valid upto 8:00 p.m. IST on the last Tuesday of every week for a period as determined by Viacom18. The Activity Period may be extended and/or modified at the sole discretion of Viacom18 and the same shall be updated on the Website <http://www.rishteycineplex.com/in/termscondition/termsconditions> at the discretion of Viacom18 and the Participants shall be responsible to keep themselves updated by checking the terms and conditions / any amended terms and conditions with respect to any change /modification made in the terms thereof and any and all such modifications shall apply to all the Participants. The Participant can participate in the Activity on the Social Media Platforms (if required under any specific Activity) as may be communicated by Viacom18, during the Activity Period. The Participants shall be able to submit the responses during the Activity Period as

may be amended by Viacom18. The Participants shall be required to check the Website and keep themselves updated regarding the same.

2. Eligibility criteria to participate: Any individual person meeting the following criteria as stated below can participate in the Activity:

- i. An individual person aged 18 (eighteen) years or above as on _____2018 and;
- ii. who is an Indian national(s) residing in India.
- iii. The Participant agrees that he/she will be required to submit all valid proofs of name/ age/ address/ nationality/citizenship and/or any other document if and as may be required by Viacom18 from time to time.

3. Participation Mechanism for Activity: In order to participate in the Activity, the Participant shall be required to visit the Rishtey Cineplex social media platforms namely Rishtey Cineplex Facebook page; Rishtey Cineplex Twitter page and Rishtey Cineplex Instagram page (hereinafter collectively referred to as 'Social Media Platforms') and participate in the Activity as displayed / updated on the Social Media Platforms. For the purpose of illustration an Activity may require the Participant to comment on the question in the form of an image, by answering correctly as a textual comment / post on the respective Social Media Platform The Participants agree that the above is merely an example of the activities/contest that will be conducted through the Social Media Platforms and by commenting / posting / tweeting / retweeting / tagging friends / sharing the posts/ submitting comments and/or video / content and/or any action that is performed by the Participant on any of the Social Media Platforms shall constitute as participation by the Participant in the Activity and the Participant shall be bound by the terms and conditions stated herein.

i) As a part of the Activity the viewers may be asked to include / post comments /remarks/responses and submit their answers on any of the Social Media Platforms. The Participants will be specifically required to post the answer in '#SimmbaContest while responding to the question of the Contest and will be required to tag 3 friends in the comment box and like and follow Rishtey Cineplex on the Social Media Platforms.

ii) By submitting the information / responses on the Website and /or Social Media Platforms and/or any other platform through any manner, the Participant hereby waives all privacy rights and/or any other rights including but not limited to proprietary rights, copyrights, etc. and/or any privacy expectations that the Participant may have with respect to the use of the information / content / materials as furnished/ submitted by the Participant in any manner. Viacom18 may use the information for sending out commercial information and/or for other commercial, publicity or promotional purposes and the Participant shall not raise any objection against the same.

iii) Any response of the Participant in any manner other than as required as per the terms of the Contest herein shall be deemed to be an invalid entry and Viacom18 shall not be responsible and/or liable for any claims arising therefrom.

iv) The Participant may **submit his / her response on the Social Media Platforms** multiple number of times before the Closing hours of the Activity Period.

4. By virtue of registration, the Participant hereby agrees to the following conditions and undertakes as follows:

- i. The Participant is competent to contract and does not suffer from any disqualification or such other infirmity which may cause the contract to be void or voidable at the option of the Participant.

- ii. The Participant confirms that he/she is an adult and is entitled to enter into a valid agreement. The Participant acknowledges that he/she has voluntarily chosen at his/her free-will to participate in the Activity and is willing to bear all risks, costs & consequences arising from such participation in the Activity.
 - iii. The Participant represents that he/she has not been accused or convicted and/or is otherwise involved in any criminal offence and/or is not under inquiry or trial by the police or judiciary which has not been disclosed to Viacom18. That the Participant is not required to be present before any authority including police or any court of law for a term of twelve (12) months from the date of application and has no other disability which would prevent his/her participation in the Activity.
 - iv. Employees of Viacom18 and/or its associates and affiliate companies/ sponsors of Viacom18, will not be qualified for the participation in the Activity and requested not to register for the same.
 - v. The registration / participation does not guarantee the selection of the Participant as a winner and such selection including the selection criteria /process shall be as per the sole discretion of Viacom18, at all times. The Participant shall not and waives any right to question the selection/evaluation process, non-selection of the application / entry and/or the selection of any other applicant/participant.
 - vi. The number of Participants to be selected shall be at the sole discretion of Viacom18 at all times and decision of Viacom18 shall be final and binding.
 - vii. No requests for participation shall be entertained by Viacom18 after the Activity Period. Viacom18 reserves its right to reduce / extend the Activity Period and amend the terms stated herein, as per its discretion at any point of time. The Participant acknowledges, agrees and undertakes to abide at all times by all the rules, regulations, terms and conditions for this Activity as laid down herein and as determined / modified from time to time by Viacom18.
 - viii. The Participant will be required to sign / execute a declaration form for participation in the Activity and these terms and conditions alongwith the terms of the declaration form, if any as required by Viacom18 shall govern the Participant's participation in the Activity.
 - ix. Viacom18 shall have the sole discretion to discontinue/cancel the Activity at any point of time and the Participant shall not raise any claim due to such discontinuation or cancellation at anytime whatsoever.
 - x. Taking part in the registration process shall be deemed to be consent by the Participant to receive promotional messages about the shows and programs of Viacom18 and messages relating thereto from Viacom18 and/or any third party so authorized by Viacom18.
 - xi. In the event of any violation to the aforementioned or in case it comes to the knowledge of Viacom18 that the details submitted by the Participant in the application are not correct, the Participant may immediately be disqualified from being considered to be a Participant for the Activity and shall solely remain liable for any action (criminal/civil) arising therefrom.
 - xii. The Participant hereby agrees to indemnify Viacom18, the Producer and their respective affiliates, sponsors, directors, officers, employees, agents, representatives from and against any claims that might arise from their actions or omissions or arising from any misrepresentation, or concealment of material facts or breach of any representations, obligations or terms as stated herein.
6. Terms of Gratification to lucky Winners, as selected by Viacom18:
- i) The Gratification shall, at the sole discretion of Viacom18, be distributed by Viacom18 and/or on behalf of Viacom18.

ii) The Participants acknowledge and agree that the movie tickets or any other item at the discretion of Viacom18 ('Gratification') being distributed as Gratification shall be provided on an as is basis, to the selected lucky winners and Viacom18 does not give any guarantee and/or warranty with respect to the product /item being distributed as Gratification herein. The Participant agrees that Viacom18 holds no responsibility if the prize /any other product/item provided as Gratification is invalid/ damaged or defective in any manner. Viacom18, its affiliates, agents/representatives do not give any guarantee/warranty with respect to the products/items being offered as Gratification. The products / items to be given as Gratification will be provided on an 'as is' basis. The Participant acknowledges and agrees that the respective merchant (who owns the products) is responsible for its products provided as Gratification. Viacom18, its affiliates, agents/representatives shall not be liable or responsible for any defect and/or deficiency and/or invalidity of the Gratification, at anytime whatsoever. The Gratification shall be delivered / provided to Winners in a manner as deemed fit by Viacom18 or the Winners may be required to collect their Gratification at his / her sole costs from such place as communicated to the Winners. Viacom18 and/or its affiliates / agents/representatives / partners are not under any obligation whatsoever to either replace the product with a similar product or any other product as Gratification / prize.

iii) the Participants shall not raise any objection /claims of any nature whatsoever against Viacom18 at anytime in event of any deficiency in the Gratification, while in transit and/or in event any product / item provided as Gratification is defective in any manner and/or otherwise. The Participant shall not claim any refund with respect to the Gratification in event of any invalidity / defect of any nature whatsoever. The Participant agrees and acknowledges that Viacom18 shall not be responsible and/or liable for the quality / condition/utility / usability, etc. of the products provided as Gratification. Viacom18 and/or its affiliates / agents/representatives / partners /sponsors shall not be liable for any damage caused to any Participant /user of the product upon use of the product provided as Gratification at anytime whatsoever. Participants shall have no claims against Viacom18 and /or Viacom18's sponsor / partner in event Participant is unable to utilize / avail the Gratification due to his / her unavailability and /or any reason whatsoever.

iv) The Gratification cannot be replaceable, exchangeable, refundable, en-cashable at anytime whatsoever.

v) Once the Winners have been communicated about their win, it shall be the responsibility of such Winners to ensure that all the correct personal details such as name, address, telephone number, mobile number, email id, etc. is provided to Viacom18 and/or its representative. The Winners shall not be entitled to receive another prize /gratification in event of non-availability of such Winner/s at his/her residence or place (as communicated to Viacom18 and/or its representative at the time of providing address). No correspondence from the Participants shall be entertained by Viacom18 in relation to any matter/dispute related to the Gratification.

vi) Income tax, gift tax or any other statutory taxes, duties or levies as may be applicable from time-to-time, arising out of Gratification, if any, shall be borne and paid by the respective Winners and no monies will be reimbursed by Viacom18 at anytime whatsoever. In case the Winners fail to comply with the applicable laws or pay the requisite taxes, duties or levies, if any, such winning Participants shall indemnify Viacom18 of any losses, claims, expenses, costs and actions for the same.

vii) The Participant / user agrees to indemnify and hold Viacom18, its affiliates, their directors, officers, employees, agents, partners, representatives, contractors, sponsors, and licensors/licensees harmless with respect to any claims arising out of Participant's breach of any of these Terms and Conditions, the Participant's / user's use of the Website and/or Social Media Platforms. The Participant /user agrees that he / she cannot sue or recover any damages from Viacom18 and/ or any of its

directors, officers, employees, affiliates, agents, contractors, partners, representatives, and licensors/licensees as a result of Viacom18's decision to remove or refuse to process any Gratification/prize.

viii) The Gratification for all the lucky Winners shall be non-exchangeable, non-encashable, non-negotiable, non-transferable, as the case may be and no communication received from the Participant/ Winners /any person / party shall be entertained by Viacom18 in this behalf. Only the winners and no other person /party can claim the Gratification for or on behalf of the Winners upon submission of such details and/or documents as required by Viacom18 to the satisfaction of Viacom18. Viacom18 reserves the right to substitute the Gratification with any other product / item at its sole discretion, in case of non-availability / non-feasibility of the Gratification as stated above. The Participants / Winners understands and agrees that Viacom18 reserves the absolute right to change, amend, cancel, extend, withdraw, alter the terms hereof and/or Gratification, at any point of time alongwith increasing / decreasing the Activity Period and /or changing the rules / criteria of selection and/or changing the Gratification and /or amending any terms hereof and the Participants shall be solely responsible to check and keep themselves updated with respect to any change in the terms and conditions.

ix) The Participants selected as Winners give Viacom18 absolute and irrevocable right to use and publish the Winner's photographs, names and city in the manner as deemed fit by Viacom18.

x) The Participant agrees that the products provided as Gratification to the Winners are manufactured / provided originally by the respective owners and Viacom18 will be merely providing the same as prize, on an 'as is' basis and that Viacom18, its affiliates/representatives give no guarantee /warranty (whether expressly or implied) whatsoever with respect to the products /items as may be provided, as Gratification / prize.

xi) The Participant agrees that the Gratification /other gratification will be provided to and will be accepted by the Participants (who shall win the Activity) on an 'as is' basis and the Participants shall not raise any objection /claims of any nature whatsoever against Viacom18 at anytime in event of any damage caused to the products /items (being provided as Gratification), while in transit and/or in event any product / item provided as prize is defective in any manner and/or otherwise. The Gratification shall be provided only after verifying the credentials of the winning Participants as required by Viacom18 and the process of selecting the winning Participants, providing / distributing the same shall commence only after the completion of the Activity Period.

xii) Mere participation in the Activity and sending the correct answers to the question(s) does not / shall not entitle the Participants to win this contest / Activity or any prize / or Gratification/other gratification. The selection process may vary and shall be as per Viacom18's sole discretion. The Participants and/or any third party shall have no right to question the process of selection. Viacom18 shall solely determine the correctness, quality and validity of the answers in its sole discretion and select few winning Participants ('Winners'). Viacom18's decision with respect to selection of the Winners and any element in connection to this Activity shall be final and binding on all the Participants/users/any related person / party.

xiii) After the Winners are notified of their win, the Winners will be required to provide requisite details and documents to Viacom18 / its agents or representatives, if and as may be required by Viacom18.

The Winners shall also be required to sign a release letter if so required by Viacom18 in the format as may be required by Viacom18. Any refusal to sign the release letter by a Winner shall result in the disqualification of such Winner and such Winner shall not be entitled to the Gratification (as the case may be), at the sole discretion of Viacom18. Viacom18 may cancel the Gratification or the Activity or announce other winners in place of the originally announced Winners if any of the following occurs, and the originally announced Winners shall have no right or claim against Viacom18, its affiliates, sponsors, representatives, in this respect and/or for any other reason whatsoever:

- (i) The details/ documents of the Winners are not correct in the opinion of Viacom18; or
- (ii) Details/ documents//photographs so required are incomplete, misleading or untrue; or
- (iii) The Winners do not sign the release letter /declaration as may be required, if any, by Viacom18; or
- (iv) if the Winners do not agree to abide by any of the rules, terms and conditions as specified herein or at any time hereafter including at the time of availing the Gratification.

Viacom18 shall have the right, at its sole discretion, to change/modify/replace or cancel the Gratification as stated under these terms and conditions and the winners shall not have the right to claim any damages and/or monies from Viacom18, its affiliates, sponsors, representatives, if any. By participating in this Activity, the Participants waive their right to make any claims against Viacom18 its affiliates, sponsors, representatives, etc.

7. General Terms

- i. If for any reason the Activity is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, technical failure in transmission, on the Social Media Platforms and/or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Activity, Viacom18 reserves the right, at its sole discretion, to disqualify any individual who may be responsible or who tampers with the entry /Activity process, and to cancel, modify or terminate the Activity and/or any part thereof. Further, Viacom18 reserves the right to take legal action against such Participant who has committed a breach under the Cyber laws (Information Technology Act, 2000 including all its amendments thereof) and/or any other laws as may be applicable from time to time and Viacom18 shall be entitled to such remedies in law as applicable.
- ii. Viacom18 shall not be held responsible in the case of a server shut-down or loss of Participant's Content and/or data.
- iii. Viacom18 shall not be responsible for any delay in receipt or non-receipt or incomplete receipt or corrupt receipt of responses / other details of the Participant. Viacom18 shall not be responsible for any technical difficulties or data corruption that may arise during recording/upload of the responses / answers /content. Further, Viacom18 shall not be responsible and/or liable in any manner whatsoever in case the Participants are unable to register their entry and participate in the Activity due to failure on part of the internet service provider, facility provider, etc. Viacom18 does not accept any responsibility for any incorrect and/or incomplete communication detail provided and/or delay in receipt of communication and/or non-receipt of communication.

- iv. Certain number of responses that have been selected as per the selection criteria and as per the discretion of Viacom18 may be integrated/collaborated and developed into another post for promotional purposes that will be created / developed by Viacom18 and all intellectual property rights arising therefrom shall solely vest with Viacom18 for the entire worldwide territory and in perpetuity. All the comments/ responses as posted by the Participants on any the Website / Social Media Platforms may be displayed on the Social Media Platforms and/or any other platforms as owned / controlled by Viacom18 and/or any other platform/medium as per Viacom18's sole discretion. . The Participant agrees that any and all the responses / content / comments whether submitted through Website / Social Media Platforms and/or otherwise whether selected or not, by Viacom18 shall, upon submission become the sole property of Viacom18, and all the intellectual property rights in the aforesaid as submitted by the Participants shall vest with Viacom18 for the entire worldwide territory and in perpetuity and Viacom18 shall have unfettered rights to exploit the same through any modes, medium, format and platforms [as elaborated in clause 5 (xvii) hereinbelow] whether existing now or devised in future.
- v. The Participant hereby represents that he/she is not under any exclusive contracts with any other third party/ agency or is not under any kind of disqualification under law to enter into an agreement with Viacom18 as the case may be and/or to participate in the Activity.
- vi. The Participants shall at all times make themselves aware of the selection process and all details regarding the Activity which he/she might be informed of or which he/she might learn or come to know of as a Participant in the Activity.
- vii. Viacom18 reserves the right to change/ modify these terms and conditions and/ or criteria of the Activity, at any time at their sole discretion, without any prior notice and without assigning any reasons for the same. The Participants shall make themselves aware of any change in the terms and conditions/rules of the Activity by visiting the Website from time to time and the Participants shall be bound by any such revised /amended terms and conditions/amended rules. Viacom18 shall not be responsible and/or liable towards any Participant and/or any third party in relation to the same.
- viii. The decision of Viacom18 in connection with the Activity including without limitation the selected Participants and the Gratification thereof (if any) shall be final and binding and is non-contestable. In case of any dispute or difference in respect of this Activity, the decision of Viacom18 shall be final and binding on all the Participants including all the person / parties concerned.
- ix. Viacom18 shall not entertain any questions, correspondence, and enquiries on the manner of conduct /evaluation and/or selection criteria of the Activity from any person /party whatsoever.
- x. Apart from the prospective entitlement of the Gratification as per the sole discretion / policy of Viacom18, subject to selection and written intimation by Viacom18 to such selected Participant(s) (as decided by Viacom18 as per its sole discretion), the Participant/selected participant or his/her legal heirs will have no other rights or claims against Viacom18 and their respective affiliates/sponsors, etc. Further, Viacom18 has the sole, unfettered and absolute discretion to select the Participants for participation in the Activity and that Viacom18's decision in this regard is final and absolute.
- xi. Viacom18 shall not be liable for any loss, damage, injury, mental/psychological issues like anxiety, depression, stress etc. or even death caused to the Participant during his/her participation in the Activity during the Activity Period and /or any time thereafter.
- xii. Viacom18 will also not be liable for any loss of earnings, employment, opportunity and/or otherwise caused to the Participant and arising as a result of his/her participation in the Activity, if selected.

- xiii. Viacom18 shall have the absolute right to replace any of the winning Participants as per its discretion and creative requirements without any liability to any Participant / person/party whatsoever.
- xiv. The Participant should not have any criminal records or such other issues hampering participation in the Activity and hereby agrees that Viacom18 shall have sole authority at its discretion to disqualify any Participant from participation in the Activity at anytime.
- xv. All registrations shall be subject to completion of the procedures by the Participant as per instructions given by Viacom18 or the authorized representatives of Viacom18, if any. Viacom18 shall not be liable for any failure of receipt or incomplete registrations. The Participant shall retain the registration code, if any.
- xvi. Participation in this Activity implies acceptance, without protest, of all the rules set forth by Viacom18 for the Activity and the terms and conditions herein contained. Acceptance of the terms and conditions by the Participant irrespective of such participation leading to final selection or not, constitutes permission for Viacom18 and/or Producer including any party authorized by Viacom18 to click photographs, call and/or record videos of the Participant through any mode/medium and use the Participant's name, photographs, likeness, voice, audio-video, comments for advertising and promotional purposes in any mode, media, format, medium for worldwide territory for purposes of advertising and trade without any compensation whatsoever.
- xvii. a) Any photographs, videos, audio visual recordings, audio / video clips, performance executed (including audio and video), musical recordings (audio and video), content, materials, audio / video clips, bytes, comments, posts, remarks, responses, etc. provided/uploaded/ submitted by the Participants on the Social Media Platforms and /or Website and/or otherwise (**'Content'**) shall upon creation /submission be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18 and shall become the property of Viacom18 and accordingly all intellectual property rights including copyrights as per the Copyright Act, 1957 and/or any other equivalent provision thereof under applicable laws, in the Content shall vest with Viacom18 in perpetuity and Viacom18 shall have unfettered exploitation rights in and to the Content, through any and all modes and medium of exploitation, throughout the world in perpetuity. The Participant expressly agrees to his /her subsequent participation, if any, being recorded and telecast as a part of any program on the Channel and/or on a stand-alone basis, as required by Viacom18 through any mode, mediums and formats, whether existing now, or developed in future. (**"Recording"**) and all the all rights (including intellectual property rights) in and to such Recording shall be deemed to have been assigned exclusively, in perpetuity, and throughout the entire world, in favor of Viacom18. The Participant hereby grants to the Channel and Viacom18/its affiliates/group companies etc., the unfettered right to exploit exclusively and in perpetuity, throughout the world, the Content and /or Recording, and its derivatives thereof and/ or any part thereof, through any and all means including but not limited to the right to use the Participant's name, photographs, likeness, voice, audio –visual / videos, photographs, videos, Content, Recording, etc. provided/submitted as aforesaid to Viacom18 and/or recorded by Viacom18 during the Activity through all media including without limitation television, radio, print, mobile, internet and/or any other such media, technology in existence, whether now known or devised in the future, from time to time, for unlimited transmission in perpetuity for the territory of entire world, as the Channel/Viacom18, may deem fit. The Participant agrees that on submission/creation of the Content, all intellectual property rights including copyrights in the Content/Recording shall vest with Viacom18 and shall be available to Viacom18 for exploitation through any and all modes, mediums, platforms, throughout the world in perpetuity. The Participant hereby agrees that Viacom18 shall have complete, unfettered and exclusive exploitation rights in and to the Content /Recording and have all the rights to exploit, edit, integrate other content with Content/Recording, distribute, exhibit, sell, transfer, license, sub-license, monetize and exploit the Content/Recording on various platforms and through various format, modes, media including but not

limited to satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission or re-transmission of Content /Recording via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, HITS, SSL, XDSL, DBS, cable television, mobile technologies, internet etc. streaming through internet / broadband / IPTV/ WAP/ iMode / other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.), all forms of on demand (SVOD, TVOD, AVOD, NVOD, PPV etc.) whether free or pay & shall include Free TV & Pay TV and shall also include all forms of non-linear transmission/exploitation including through web, internet, IPTV, mobile, applications, etc. Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights and also include modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

b) The Participant agrees and acknowledges that Viacom18 has exclusive creative prerogative in respect of the Content / Recording and the nature and manner of editing of the Content / Recording shall be as per the sole creative discretion of Viacom18 including all rights to edit /extract clips / modify the Content/Recording and integrate other content /materials with the Content / Recording for the purpose of exploitation and/or for creating promos for marketing and promotional purposes.

c) The Participant does not and shall not have any right to receive and/or claim any fees, remuneration/compensation of any nature and at anytime whatsoever, towards the usage /exploitation of the Content / Recording by Viacom18 and/or any party authorized by Viacom18 and further the Participant hereby irrevocably grants and assigns to Viacom18, free and clear of any and all claims, all of the Participant's rights and interests in such Content/ Recording exclusively and in perpetuity, throughout the world, and in all media, now or later known or devised.

- xix. The Participant shall ensure that the photos including the statements, comments, remarks, bytes, made by the Participant on the Social Media Platforms and /or otherwise are not obscene, vulgar, defaming, derogatory or objectionable, denigrating women or children, hurting religious sentiments, depicting violence or shall not infringe the rights of a third person and shall not infringe copyright, right of privacy or any other rights whatsoever of any person nor violate any applicable Indian or international laws, statutes. Further, the Participant shall be solely responsible to obtain all necessary permissions, licenses, approvals etc. as may be required prior to submitting the Content to Viacom18 and any third party claims/objections received if any shall be solely resolved by the Participant without involving Viacom18 in any manner whatsoever.
- xx. The Participant hereby represents and warrants that he/she will comply with all the terms and conditions stated herein including without limitation all rules, regulations, policies as communicated by Viacom18, and/or its parent, subsidiary, and affiliate companies in relation to the Activity.
- xxi. Under no circumstance, shall Viacom18 and/or their directors, employees, officers, affiliates or subsidiaries, be liable to the Participant and/or any third party for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever. The Participant specifically agrees not to file in person/through any family member and/or any third party any applications, criminal and/or civil proceedings in any courts or forum in India against Viacom18 and/or their directors, employees, officers, affiliates or subsidiaries to claim any damages or relief in connection with the Activity.
- xxii. The Participants hereby agree and undertake that they shall not accept or undertake to accept or give

or undertake to give, either directly or indirectly, any gifts, commission or other favor, of any kind whatsoever, to facilitate their selection in the Activity. Any knowledge of such an act shall lead to immediate disqualification of such Participants and Viacom18 shall be entitled to take any and all action(s) against such Participants, as deemed fit by it.

- xxiii. The Participant agrees to indemnify and hold harmless Viacom18/Producer its affiliates and their respective employees, officers, directors and agents, sponsors, contractors, etc. from and against any claim, loss, liability, damages, cost (including legal costs) of any person, firm or corporation, including, without limitation, legal fees, arising out of any breach by the Participant of any representations, misrepresentations and/or concealment of material facts and/or the Participant's actions or omissions while participating in the Activity and/or breach of any terms of this agreement, warranty, performance and/or any of the terms and conditions as stated herein or in event if any of Viacom18' rights get affected in any manner whatsoever. In the event of any claim, the Participant will promptly adjust, settle, defend or otherwise dispose of such claim at its sole cost. If the Participant is not diligently and continuously pursuing this matter, Viacom18 may take such action on behalf of itself and/ or as attorney for the Participant, to adjust, settle, defend or otherwise dispose of such claim, in which case the Participant shall, reimburse Viacom18 for any costs and penalties incurred thereof or such other indemnity in the amount thereof. In addition to the above indemnities by the Participant, the Participant waives any right of inspection or approval of or, in and to any Content /Recording including any other recording and exploitation of the same by the Viacom18 in any manner whatsoever.
- xxiv. The grant of rights, representations, warranties, indemnities given by the Participant and the Participant's confidentiality obligations contained herein and any such provision that is intended to survive and/or by its very nature should survive, shall survive the expiration of the term as contained herein.
- xxv. The terms and conditions shall be governed, interpreted by and construed in accordance with the laws of India and the Courts of Mumbai, India shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this terms and conditions.

I HEREBY AGREE, CONFIRM AND DECLARE THAT THE INFORMATION I HAVE PROVIDED / SUBMITTED HEREIN IS TRUE AND CORRECT AND I FURTHER AGREE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS FOR MY APPLICATION/PARTICIPATION AND I HEREBY CONFIRM TO COMPLY WITH THE SAME. ALL INFORMATION GIVEN BY ME, WHETHER ORALLY OR IN WRITING IS TRUE AND COMPLETE AND THAT I SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY VIACOM18, IT'S AFFILIATES, ITS LICENSORS, PRODUCER, CONTRACTORS/REPRESENTATIVES/AGENTS/PARTNERS AGAINST ANY LOSS/DAMAGE/CLAIMS, ETC. ARISING DUE TO ANY MISREPRESENTATION AND/OR INCOMPLETE INFORMATION PROVIDED BY ME AND /OR ANY ACT AND/OR OMISSION ON MY / PART AND I AGREE TO BE BOUND BY THE RULES AND TO THE TERMS AND CONDITIONS SET OUT ABOVE.